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William H. Dryden	In the Circuit Court
vs	of
Susan Hanway et al	Baltimore City September Term 1868

The object and prayer of the Bill is to have it decreed by this Court that the premises be conveyed to the Complainant upon the payment by him of $2400 and interest and it is in the nature of a Bill to redeem a Mortgage to have been given in August 1862 by the Complainant to Franklin Hanway deceased. The answer denies the existence of the parol contract and Mortgage alleged in the Bill and pleads the Statute of fraud. The Complainant undertakes to establish the charges of the Bill by parol proof. Whatever may have been decided elsewhere even by the most eminent Judges it is too late in Maryland to question the doctrine that unless accident fraud or mistake can be shown or in cases of trusts, parol evidence cannot either at Law or in Equity be admitted to contradict, add to, or vary the terms of a Will, deed, or other instrument: 6 H & J. 24 Id 128. Id 435. 10 Gill & J 104 2 Md. 25. 6 Md 479. 1 Md. Ch 537. 2 Md. Ch. 128. Id 147. 10 Md 217. 16 Md. 260. 17 Md 361. 19 Md 296. 21 Md. 456. and other cases and the Auctioneers Sale Book cannot be received to contradict the deed for here it is not pretended that there was any fraud, accident or mistake. It is maintained by the Complainant that, as he is not a party to the deed from the executor of Street to Hanway he is permitted to show by parol evidence the true nature of the transaction and the cases of Henderson vs Mayhew 2 Gill 393. and Peterson vs Sears and Day 6 Md 62 are cited as authority for this position. In these cases the Court of Appeals, to be sure, says strangers to an instrument when authorized to impeach or contradict it, may offer parol testimony for that purpose. But that leaves still undecided the question whether in a case like the present, the Complainant is authorized to contradict by parol proof the deed in question. Clearly he is not upon the ground of a Mortgage for though he is not actually a party to the deed, he claims under it. The

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question is then whether the Complainant is entitled to relief on the ground of a resulting trust. It is alleged by the Complainant that not having the money to pay for the property in controversy he borrowed the same from Hanway and that having implicit confidence in him he had the deed for the property made directly to Hanway instead of having a deed made to himself with a Mortgage from him to Hanway to secure the loan: and the Bill then charges that the deed though by its terms professing to convey and conveying as between the executors of Street and Hanway an absolute fee simple estate in this property to the latter, was intended and designed as well by the Complainant as by Hanway to operate as between him and Hanway, only as a security for the repayment to the latter of the sum of $2400, which had been agreed to be loaned to him by Hanway &c Where a man buys land in the name of another and pays the consideration money the land will generally be held by the grantee in trust for the person who so pays the consideration money Story's Equity Sec 1201. But the doctrine is strictly limited to cases where the purchase has been in the name of one person and the purchase money had been paid by another Id 1261a For when a Man employs another person by parol as an agent to buy an Estate for him and the latter buys it accordingly in his own name, and no part of the purchase money is paid by the principal there if the agent denies the trust and there is no written agreement or document establishing it, he cannot be compelled to convey the estate to his principal. Id and where a man buys land and agrees by parol to hold it for another, or to give him the benefit of the purchase upon his payment of the purchase money such a trust cannot be enforced Id. 23 Md. 261. 2 Ch and J 551. 5 H & J 372. But in the case of Boyd vs McLean 1 John Ch 582 it was decided by Chancellor Kent, that the rule in Equity laid down by Judge Story, Story's Equity Sec 1201 that when a man buys land in the name of another and pays the consideration money the land will be held by the grantee in trust for the person who so pays the consideration money is applicable to a case like the